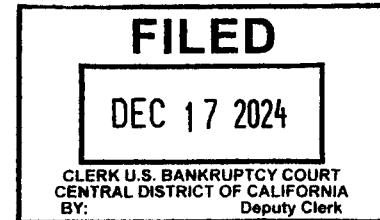


8:23-BK-10571-SL

RESPONSE TO THE PROPOSED OBJECTIONS ON CHAPTER 11 TRUSTEE'S OMNIBUS OBJECTION
TO PROOFS OF CLAIM FILED FOR ALLEGED ADMINISTRATIVE CLAIMS – DK.1747

From: Mr. Carlos Bacsal (Claim No. C571-100717.1)
41969 Margarita Rd Apt 29, Temecula, California 92591

To: General Counsel for Richard A. Marshack,
Trustee for the Chapter 11 Bankruptcy
Estate of the Litigation Practice Group and
The LPG Liquidation Trust



Greetings!

I am appealing to this court to grant my petition of reimbursement of all payments I made to the Litigation Practice Group (LPG) in the full amount of \$22,877.40 dollars.

I executed a Legal Services Agreement with the Litigation Practice Group and agreed to monthly payment of \$1,143.87 from October 21, 2021, to August 08, 2023 via electronic debit from my bank account.

I was made to believe that LPG will legally represent me to settle my debts in two years. Also, that LPG assured me of their refund policy in case my debt remains in dispute without resolution.

I am now still paying my debt, and my credit scores were impacted seriously due to their dishonest practices. I enclosed stipulation of settlement with Bankers Healthcare Group, LLC.

I can not afford to hire a Lawyer to represent me due to my financial hardship, I am a US Navy Veteran that living from paycheck to paycheck and relying from Social Security benefits and US Navy pension.

Hoping for your kind consideration on my appeal.

Carlos Bacsal

12.13.2024



P.O. Box 513018, Los Angeles, CA 90051-1018
Tel. (949) 715-0644 • Fax (949) 315-4332
Support@LPGLaw.com

LEGAL SERVICES AGREEMENT

Legal Services

The Litigation Practice Group PC, a State Bar of California licensed law corporation, and its employed and affiliated attorneys (collectively "LPG") will provide legal services wherein it will represent you in connection with the disputes you have with the creditors listed below (see Creditor Information). LPG will do the following as part of its representation of you:

- Assist you in stopping creditors and any related debt collectors from harassing or contacting you in connection with any of the debts identified below;
- Dispute the legal validity of the debts identified below;
- Assist you in removing erroneous or inaccurate information reported in connection with debts identified below;
- Represent you in any lawsuit filed against you in connection with any of these debts;
- Defend you against any collection activity or lawsuit on any invalidated debt at any point in time, without expiration, in connection with any debt identified below;
- Initiate legal action in a court of competent jurisdiction against any creditor that violates any state or federal law in connection with any debt identified below; and
- Determine your qualification for bankruptcy under Chapter 7 or Chapter 13 of the U.S. Bankruptcy Code, and counsel you regarding the procedures and effects of bankruptcy as well as your qualification to file the same.

LPG will serve as your attorney for all purposes in connection with these disputes and will be available to render all legal assistance necessary to resolve these debts. The fees that are set forth below are flat fees that are all inclusive – no additional fee or cost will be charged by LPG at any time during the duration of your dispute with the creditors identified below. All fees are earned by LPG at the time they are paid and are for services rendered to you as set forth herein.

Client Authorization

You authorize LPG to challenge, where applicable, each of the debts listed below, which you believe to be in any way invalid, inaccurate, or otherwise without a legal basis. You also authorize LPG to obtain a copy of your credit report to assist in the process of analyzing your account and developing a strategy regarding the resolution of debts that are excessive or otherwise unauthorized by law. You further authorize LPG, acting under power of attorney for you, to affix your signature to documents sent on your behalf in relation to the matters addressed herein. Finally, you authorize LPG to communicate with you via email, text message, telephone, and facsimile. Any of the authorizations set forth herein can be revoked at any time by written communication.

Description of Services to be Performed

LPG will obtain your credit reports, analyze them, and develop strategies for correcting invalid or unlawful debts for which you should not be held legally responsible. Where appropriate, LPG will use existing laws and interact with creditors and credit bureaus on your behalf to invalidate your debts and remove such invalid debts from your credit reports. LPG will also interact with collection agencies, as applicable, to invalidate your debts by requiring them to supply evidence of your indebtedness to them, or any other legal mechanism. LPG will also consult with you regarding all aspects of the credit reporting process, including all laws applicable to the same. LPG will also investigate your delinquent accounts in order to determine the most effective method for invalidating your debts or otherwise removing any legal liability for such debts, up to and including the initiation of lawsuits on your behalf against your creditors and their third-party debt collectors.

In addition, if a lawsuit is filed against you, LPG will represent you in such a lawsuit and will not charge any additional fees for such representation provided such a lawsuit was initiated after the date you sign this Agreement. In the event a lawsuit was initiated against you before the date you execute this Agreement and you elect to have LPG represent you, an additional fee of \$500.00 will be charged. Where appropriate, if legal fees are recovered from an adverse party, LPG will retain such fees for its services. You will be responsible to pay any damages resulting from any lawsuit. Any costs incurred in a lawsuit will be paid by LPG out of the fees set forth below, including the fees of any attorney retained on your behalf in a jurisdiction in which LPG is not admitted to practice law. No additional payment from you to LPG will be necessary for the defense of any lawsuit filed against you after the date you execute this Agreement. You will, however, be responsible to pay any damages resulting from such lawsuits or any settlements reached in the course of such lawsuits.

Fees

You will pay the fees set forth below for the legal services provided by LPG, which services are outlined above. No fee or other cost will be charged or collected beyond the flat fee set forth below. This is the only amount that you have to pay to LPG for its services, which includes any cost, filing fee or vendor's fee associated with LPG's representation of you, and this fee is not escrowed but rather earned received by LPG. This fee does NOT, however, include any settlement that you may have to pay to any creditor if you opt to settle a debt prior to or during the course of a lawsuit.

Refund Policy

If you reach the conclusion of LPG's representation of you and a debt remains in dispute without resolution, you will be eligible to receive a full refund of the fees that you paid towards your representation in connection with that account (i.e., you will be refunded the fees paid in proportion to the debt that was not resolved). A debt is "in dispute" under this paragraph if, at the time of completion of LPG's representation of you, no lawsuit was filed regarding the debt, no settlement was reached regarding the debt, no acknowledgment of invalidity was received from the creditor regarding the debt, and the debt is still reporting to one of the following credit bureaus: Experian, Equifax, or Transunion.

Debt Settlement

You may request that LPG settle any debt identified below at any point in the course of LPG's representation of you. Where requested, LPG will negotiate the most favorable settlement it is able to negotiate on your behalf. Any settlement reached as a result of your request shall be your responsibility, and shall be paid directly from you to the creditor. At the point that you reach a settlement with a creditor, your payment to LPG will be reduced and to adjust for the settled account being removed from the representation herein contemplated. LPG will only settle a debt where litigation is active or contemplated.

Actions Required of You

You agree to provide LPG with any and all correspondence you receive from any creditor, credit bureau, attorney, or court of law. You further agree to keep a log of all communications, including telephonic and electronic communications, from any creditor or credit reporting agency to you from the date you execute this Agreement until the conclusion of your representation.

Right to Conduct Business Electronically and Contact You

You agree that LPG may contact you electronically and telephonically and that any and all business with LPG may be conducted electronically. You further agree that LPG may transmit data, including that regarding your credit profile, electronically. You further agree that any electronic communication carries the risk of disclosure to a third party and that LPG will not be held responsible for any such inadvertent disclosure of information. A facsimile or email transmission of this signed agreement, via an email attachment or otherwise, will be as valid as the original signed agreement. This agreement may not be modified except in writing by both parties.

Malpractice Insurance

LPG hereby discloses that it maintains a malpractice insurance policy that covers its representation of you and that the limit of such policy is no less than \$1,000,000.00 per claim and \$1,000,000.00 per claimant. If you desire to make a claim against that insurance policy, you must first contact LPG and disclose your claim and the nature of the claim, at which point LPG agrees to assist you in obtaining any and all information necessary to prepare a file a claim.

Applicable Law and Confidentiality

You understand and agree that LPG is based out of the State of California, is a licensed law corporation under the State Bar of California, and that California law applies to this Agreement. You further understand that LPG is bound to strict rules of confidentiality and attorney-client privilege in connection with the rules applicable to attorneys licensed to practice law in the State of California. You further understand and agree that you have sought the representation of LPG with full knowledge of its location and licensing, and that LPG works with attorneys licensed in all 50 states and the District of Columbia as affiliated counsel to allow LPG to provide a complete representation of you in any state in which you are sued or in which a dispute might arise. You have the right to know the licensed attorney with whom LPG has affiliated in any state and at any time but understand and agree that LPG may choose to change the local attorney with whom it is affiliated in any given jurisdiction, provided only that at all times LPG shall have an affiliated attorney in all 50 states and the District of Columbia.

Client Acknowledgements

By signing this agreement, you acknowledge that LPG has not instructed you to breach any contract, fail to make any required payment, or fail to perform any obligation you have lawfully incurred. LPG reserves the right to terminate this agreement if (a) required by the State Bar of California Rules of Professional Conduct, (b) you refuse to communicate with LPG or respond to reasonable requests for information necessary to represent you in an effective way, (c) you fail to make timely payment of the amount due under hereunder, or (d) your payments are returned multiple times for any reason. LPG will not pay any of the debts identified below and does not guarantee that any debt you now have or may incur will be invalidated or settled in association with LPG's representation of you. You understand and agree that you must forward any communication you receive in printed or electronic form from any creditor, court, or representative of other a creditor or a court to the address, email, or fax number provided below, and that you must keep a log of all telephonic communications with any creditor or credit reporting agency. You, the client, may cancel this Agreement at any time by submitting three days' written notice of cancellation by mail, email, or fax, and shall not be responsible for any payments due after the date of cancellation. A payment due within three days of the date of written cancellation shall be processed and shall not be refunded.

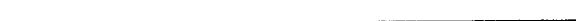
Client Signature:



8/31/2021

Date:

Co-Applicant Signature:



Date:



THE LITIGATION PRACTICE GROUP PC



Daniel S. March, Managing Shareholder

17542 E. 17th Street, Ste 100

Tustin, CA 92780

admin@lpqlaw.com

Tel. 949.715.0644

Fax. 949.315.4332

Creditor Information

Creditor	Account #	Debt Balance
LENDING PT	LAI00258110	\$12,266.00
LENDCLUB BNK	172020649	\$8,434.00
LENDCLUB BNK	179257943	\$8,008.00
Bankers Healthcare Group	702106	\$34,441.56
		\$63,149.56

Client Information

Name: Carlos Bacsal

Address: 31307 Gatehouse Ct, Murrieta CA 92563

Home Phone: 323-701-1281

Cell Phone:

Email: charliebwma@yahoo.com

Last 4 SSN: XXX-XX-1991

Schedule of Payments

I agree to this payment schedule – Client Initials: CB

Payment #	Process Date	Amount
1	Sep 08, 2021	\$1,143.87
2	Oct 08, 2021	\$1,143.87
3	Nov 08, 2021	\$1,143.87
4	Dec 08, 2021	\$1,143.87
5	Jan 10, 2022	\$1,143.87
6	Feb 08, 2022	\$1,143.87
7	Mar 08, 2022	\$1,143.87
8	Apr 08, 2022	\$1,143.87
9	May 09, 2022	\$1,143.87
10	Jun 08, 2022	\$1,143.87
11	Jul 08, 2022	\$1,143.87
12	Aug 08, 2022	\$1,143.87
13	Sep 08, 2022	\$1,143.87
14	Oct 11, 2022	\$1,143.87
15	Nov 08, 2022	\$1,143.87
16	Dec 08, 2022	\$1,143.87
17	Jan 09, 2023	\$1,143.87
18	Feb 08, 2023	\$1,143.87
19	Mar 08, 2023	\$1,143.87
20	Apr 10, 2023	\$1,143.87
21	May 08, 2023	\$1,143.87
22	Jun 08, 2023	\$1,143.87
23	Jul 10, 2023	\$1,143.87
24	Aug 08, 2023	\$1,143.94

Electronic Payment Authorization

Bank Name: US Bank

Name on Account: Carlos Bacsal

Account Type: Checking

Other (specify: _____)

Routing Number: 122235821

Account Number: 153462560498

Next Payment Date: Sep 08, 2021 **Amount:** \$ 1143.87

Recurring Payment Date: 8th

By signing below, I authorize and permit LPG or their designees to initiate electronic funds transfer via an Automated Clearing House system (ACH) from my account listed above. I will also provide LPG with a voided check or savings deposit slip.

If necessary, LPG may make adjustments if errors have occurred during the transaction. The date of the draft is listed above, however, if the draft date falls on a weekend or bank holiday, the debit transaction will take place on the next business day. This authority will remain in effect until LPG is notified by the member in writing at least 5 days prior to the next scheduled draft date. No other forms of cancellation by members will be observed. If the debit is returned because of non-sufficient funds or uncollected funds, then the originator and its financial institution may reinitiate the entry up to two (2) times. The reversal of funds from a client's account that was drafted in error cannot be made until seven business days from the draft date. The member agrees to waive all rights of reversal or refusal of any payment on any draft that LPG may make against the member's bank account while services are performed. The member agrees with all of the provisions and conditions outlined within.

Acknowledgment of Refunds & Draft Date Changes

ACH Refunds: If a refund is due such will be made through the ACH process only. Refunds may take up to 10 days to process. In the event my EFT or draft is returned from my bank unpaid, I agree that a fee of \$25.00 or as allowed by law may be charged to my account via draft or EFT. Furthermore, I warrant that I am authorized to execute this payment authorization and the above information is true and correct. Draft Date Changes: A client may stop any ACH debit by providing written notice to LPG at least three (3) business days prior to the scheduled payment. If you should need to notify us of your intent to cancel and/or revoke this authorization you must contact us three (3) business days prior to the questioned debit being initiated.

Client Signature:



Date:

8/31/2021

Printed Name:

Carlos Bacsal

Preauthorized Checking and ACH Authorization Form

I hereby apply for and agree to establish a non-interest bearing special purpose account (the "Account") with a bank ("Bank") selected by LPG, its payments processors, and/or their successors for the purpose of accumulating funds to pay for such goods and services as I so direct LPG to perform. This application is subject to Bank's customer identification program, as required by the USA PATRIOT ACT and other applicable laws, and accordingly, I hereby represent that the above information is true and complete to the best of my knowledge and belief. The bank account information provided above may be subject to account validation processes to include pre-notation and a \$0.01 micro-deposit.

Account Owner Name: Carlos Bacsal

Address: 31307 Gatehouse Ct **City:** Murrieta **State:** CA **Zip:** 92563

Mobile Phone #: E-Mail: charliebwma@yahoo.com

DESIGNATED BANK ACCOUNT INFORMATION

Bank Name: US Bank

Name as it appears on bank ACCOUNT: Carlos Bacsal

Routing Number: 122235821 **Account Number:** 153462560498 **Checking or Saving:**
Checking

DESIGNATED BANK ACCOUNT PAYMENT AUTHORIZATION SCHEDULE

Total Amount of Debit: \$1143.87 **Date of Next Debit:** Sep 08, 2021

I authorize Payment Automation Network to initiate Automatic Clearing House (ACH) or Electronic Funds Transfer (EFT) or Remotely Created Check (RCC) from my designated bank account at the financial institution identified above. I authorize Payment Automation Network to debit my bank account according to the schedule of debits provided to Payment Automation Network by me or on my behalf or as otherwise provided by agreement. I understand that debits will be withdrawn on the due date unless otherwise indicated and that sufficient funds must be available in designated account at least two (2) business days prior to the actual date of the debit. Upon my approval, Payment Automation Network may adjust the amount being debited from designated bank account. This authorization is to remain in force until the schedule of debits is completed or until Payment Automation Network has received written notification from me of a change or termination, allowing Payment Automation Network no fewer than five (5) business days to act. Payment Automation Network shall not be liable to any person for not completing a transaction as a result of any limit on my designated bank account or if a financial institution fails to honor any debit from such account. I understand it is my responsibility to notify Payment Automation Network immediately if a scheduled debit does not occur. I authorize Payment Automation Network to recover funds by ACH/EFT/RCC debit from my bank account in the event of an error or in the event that a prior debit is returned for any reason, including non-sufficient funds. I understand that a \$25.00 service charge will be added for every NSF draft. I understand I can call Payment Automation Network at 800-813-3740 to cancel the automatic draft payments. Payments will be drafted on the payment due date of the original Servicing

agreement. I understand and agree that Payment Automation Network, Inc. is a private company, and is not affiliated with any academic or governmental entity. The Payment Automation Network, Inc. service bridges the gap between the student loan consolidation company Software and ACH, EFT, or RCC processor. Payment Automation Network, Inc. is not a money transmitter or debt collection agency and does not receive money from individual debtors. Payment Automation Network, Inc. is not engaged in the business of debt or credit counseling or the provision of other services to individual debtors. Payment Automation Network, Inc. does not solicit, offer loan consolidation services, or provide services directly to individual debtors. Payment Automation Network, Inc. does not have a contractual relationship with individual debtors to affect the adjustment, compromise, or discharge of any loan account.

I have read and understand the information contained in this document and I affirm that the above information given by me is accurate and true to the best of my knowledge.

Account Holder's Signature: 

Date: 8/31/2021

E-Signature Completion Certificate

 clixsign.



Your Document Was Successfully Signed!

Congratulations, your document(s) was successfully signed. Please find details below related to your e-signature submission.

1 Signing Details

Document ID
4302918

Signer Email
charliebwma@yahoo.com

Document Title
LSA - LPG - English New

Signer IP Address
112.209.6.93

Sender IP Address
99.48.56.34

Timestamp
2021-08-30T11:19:40-05:00

Number Of Signers
1

Document MD5 Hash
d41d8cd98f00b204e9800998ecf8427e

2 Document Audit

- ✓ Sent at 2021-08-30T11:14:34-05:00 from IP 99.48.56.34
- ✓ Delivered to charliebwma@yahoo.com at 2021-08-30T11:14:54-05:00 from 112.209.6.93
- ✓ Adopted Signature at 2021-08-30T11:18:59-05:00 from 112.209.6.93
- ✓ Completed Signing at 2021-08-30T11:19:39-05:00 from 112.209.6.93
- ✓ PDF Generated at 2021-08-30T11:19:40-05:00

Sending Agent
Mozilla/5.0 (iPhone; CPU iPhone OS 14_7_1 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/14.1.2 Mobile/15E148 Safari/604.1



Derogatory marks



Executive



Fair

1



Needs work

2+

Based on your TransUnion report on Dec 13,
2024

Collections

SPRING OAKS **\$8637**

CAPITAL LLC

Opened Jan 31, 2022

SPRING OAKS **\$8983**

CAPITAL LLC

Opened Mar 02, 2022

CREDIT CORP **\$17446**

SOLUTIONS INC

Opened Apr 08, 2022



For you



Cards



Loans



Insurance



Money

 **Credit cards** **\$4,809**
4 accounts

 **Loans** **\$486,571**
7 accounts

 **Collections** **\$35,066**
3 accounts

[See all accounts](#)

**Consolidate your
\$4,841 in credit card
debt***

[Legal Disclosure](#)



Your borrowing power is

    
For you Cards Loans Insurance Money